

Syllabus

IN THE MATTER OF

LEONARDS AND LEE SURPLUS SALES COMPANY AND
NAT M. REZNICK ET AL. TRADING AS NORMSCOPE
SURPLUS SALES

COMPLAINT, SETTLEMENT, FINDINGS, AND ORDER IN REGARD TO THE
ALLEGED VIOLATION OF SEC. 5 OF AN ACT OF CONGRESS APPROVED SEPT.
26, 1914

Docket 6030. Complaint, Aug. 15, 1952—Decision, Nov. 6, 1952

Karl Zeiss was instrumental in perfecting tools for the making of high grade optical goods, and binoculars made on Karl Zeiss tools are well and favorably known and preferred by a substantial portion of the purchasing public.

There is among the members of the purchasing public a substantial number who have a decided preference for surplus merchandise manufactured for or meeting the specifications of the United States Government or some branch thereof.

Where a corporation and its three officers, who were also partners in a similar business, engaged in the competitive interstate sale and distribution at wholesale and retail of general merchandise, in advertising their products through postal cards, pamphlets, catalogs and other advertising matter—

- (a) Falsely represented that their sunglasses were surplus regulation or standard United States Air Force goods which met all U. S. Air Force specifications and were purchased directly or indirectly from the U. S. Government or some branch thereof;
- (b) Falsely represented that said sunglasses met the specifications and requirements of the National Bureau of Standards and that the retail price thereof was over \$5; when in fact they met no such specifications and said sum was wholly fictitious;
- (c) Falsely represented that their binoculars were surplus standard or regulation Allied Powers merchandise, met all Allied Powers specifications and were purchased directly or indirectly through the Supreme Commander of the Allied Powers;
- (d) Falsely represented that said binoculars were manufactured on genuine Karl Zeiss tools, were the official choice of the Army, Navy and Marine Corps, and that the retail price thereof was \$198.50;
- (e) Falsely represented that certain Tee shirts were regulation or standard U. S. Army or Navy merchandise and met their specifications, and were purchased directly from the U. S. Government or some branch thereof, and that the retail price was over \$1; and
- (f) Confusingly and misleadingly made use of the term "lifetime guarantee" in connection with the offer of the aforesaid binoculars and the word "guaranteed" with the Tee shirts through failing to disclose the terms and conditions of said guarantees and the manner and form in which they would perform thereunder:

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With tendency and capacity to mislead and deceive a substantial portion of the purchasing public into the erroneous and mistaken belief that such representations were true and to induce the purchase of substantial quantities of their merchandise as a result; and with the effect of placing in the hands of retailers and others a means for deceiving ultimate purchasers; whereby substantial trade in commerce was unfairly diverted to them from their competitors, to the substantial injury of competition in commerce:

Held, That such acts and practices, under the circumstances set forth, were all to the prejudice and injury of the public and respondents' competitors, and constituted unfair and deceptive acts and practices and unfair methods of competition in commerce.

Before *Mr. William L. Pack*, hearing examiner.

Mr. Michael J. Vitale for the Commission.

Frank E. & Arthur Gettleman, of Chicago, Ill., for respondents.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that Leonards and Lee Surplus Sales Company, a corporation, and Nat M. Reznick, Sheldon Leibowitz and Marvin Leibowitz, co-partners doing business as Normscope Surplus Sales, hereinafter referred to as respondents, have violated the provisions of said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent Leonards and Lee Surplus Sales Company is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Illinois, with its office and principal place of business located at 3600-02-04 W. Fullerton Avenue, Chicago, Illinois. Respondents Nat M. Reznick, Sheldon Leibowitz and Marvin Leibowitz are the principal officers of said corporate respondent and acting as such officers, formulate, direct and control the policies, acts and practices of said corporation. The address of these individual respondents is the same as that of the corporate respondent.

Respondents Nat M. Reznick, Sheldon Leibowitz and Marvin Leibowitz are also co-partners doing business under the name of Normscope Surplus Sales with their office and principal place of business located at 3600-02-04 W. Fullerton Avenue, Chicago, Illinois.

All of the aforesaid respondents cooperate and act together in performing the acts and engaging in the practices hereinafter set forth.

PAR. 2. Respondents are now, and for several years last past have been, engaged in the wholesale and retail sale and distribution of general merchandise, including sun glasses, binoculars, and tee shirts to various business concerns. In the course and conduct of their businesses, respondents cause their said merchandise, when sold, to be transported from their place of businesses in the State of Illinois to the purchasers thereof located in various other states, and maintain, and at all times mentioned herein have maintained, a course of trade in commerce among and between the various States of the United States. Their volume of trade in said commerce has been, and is, substantial.

PAR. 3. In the course and conduct of their businesses and for the purpose of promoting the sale of their merchandise in commerce, respondents have made, and are now making, certain statements and representations by means of postal cards, pamphlets, catalogs and other advertising matter which is distributed generally to the various prospective purchasers. Among and typical, but not all inclusive, of the statements and representations concerning sun glasses are the following:

We have just received a shipment of brand new Army Air Force *Sun Glasses*. * * *. They are made to specifications GS-79-40 prescribed by the Optical Instrument Section of the National Bureau of Standards * * * when available they retail at over \$5.00.

ARMY AIR FORCES SUN GLASSES High Quality * * *.

* * * Just arrived shipment of brand new AAF style sun glasses.

WAC AAF SUN GLASSES. * * *

Made to meet rigid specifications of Bureau of Standards * * *.

All our sun glasses are guaranteed to meet the strict requirements of the Bureau of Standards, Washington, D. C. * * *.

* * *

* * * precision tested Aviator *Sun Glasses*. AAF type specifications GS-79-40 as prescribed by the Optical Instrument Section of the National Bureau of Standards * * *.

PAR. 4. By and through the use of the aforesaid statements and representations, and others of similar import and meaning, not set out herein, respondents represented that their sun glasses were surplus, regulation or standard United States Air Force goods which met all United States Air Force specifications and were purchased directly or indirectly from the United States Government or some branch thereof. Respondents further represented that their sun glasses met the specifications and requirements of the National Bureau of Standards, Washington, D. C.; and that the retail price of said sun glasses was over \$5.00.

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The aforesaid statements and representations were false, misleading and deceptive. In truth and in fact, said sun glasses were not surplus regulation or standard United States Air Force goods; did not meet the United States Air Force specifications; and were not purchased, directly or indirectly, from the United States Government or any branch thereof. Furthermore, said sun glasses did not meet any specifications or requirements of the National Bureau of Standards, Washington, D. C. The sum of \$5.00 was greatly in excess of the customary retail price of said sun glasses and was a wholly fictitious price.

PAR. 5. Among and typical, but not all inclusive, of the statements and representations contained in said advertisements concerning binoculars are the following:

We have just received a quantity of *7 x 50 Binoculars*, brand new, obtained through the Supreme Commander of Allied Powers. These were manufactured in Japan on genuine Karl Zeiss tools * * * Because the 7 x 50 glasses give the highest performance obtainable, they are now the official choice of the Army, Navy and Marine Corps * * * when available, retail at \$198.50 * * * We can offer these with a lifetime guarantee to you * * *.

7 x 50 BINOCULARS

(picturization of binoculars and case)

Brand new, obtained through the supreme commander of allied powers. These were manufactured in Japan on genuine Karl Zeiss tools * * *. * * * when available retail at \$198.50. * * * valued at \$198.50. We can offer these with a life-time guarantee.

PAR. 6. By and through the use of the aforesaid statements and representations and others of similar import and meaning, not set out herein, respondents represented that their said binoculars were surplus standard or regulation Allied Powers merchandise, met all Allied Powers specifications, and were purchased, directly or indirectly, through the Supreme Commander of the Allied Powers. Respondents further represented that the said binoculars were manufactured on genuine Karl Zeiss tools, were the official choice of the Army, Navy and Marine Corps and that the retail price of said binoculars was \$198.50.

The aforesaid statements and representations were false, misleading and deceptive. In truth and in fact, said binoculars were not surplus standard or regulation Allied Powers merchandise, did not meet the Allied Powers specifications and were not purchased, directly or indirectly, through the Supreme Commander of the Allied Powers. Furthermore, said binoculars were not manufactured on genuine Karl Zeiss tools, were not the official choice of the Army, Navy or Marine Corps, or any other branch of the United States Government. The

sum of \$198.50 was greatly in excess of the customary retail price charged for said binoculars and was a wholly fictitious price. The use of the term "lifetime guarantee" in said advertisement without disclosing the terms and conditions of the guarantee and the manner and form in which respondents will perform thereunder is confusing and misleading and constitutes an unfair and deceptive practice.

Karl Zeiss was instrumental in perfecting tools for the making of high grade optical goods. Binoculars made on Karl Zeiss tools are well and favorably known and preferred by a substantial portion of the purchasing public.

PAR. 7. Among and typical but not all inclusive of the statements and representations contained in said advertisements concerning Tee Shirts are the following:

We have just received a shipment of *Navy Type Tee Shirts*. * * * guaranteed first class condition * * * when available retail at over \$1.00 each.

NAVY TEE SHIRTS

Another shipment of the high quality Navy Tee Shirts has arrived * * * made to Government specifications * * * retail at over \$1.00 each.

* * * our Tee Shirts are sewed, stitched and sized according to Army and Navy specifications * * *.

* * * our Tee Shirts are according to Government specifications.

PAR. 8. By and through the use of the aforesaid statements and representations, respondents represented that the said Tee Shirts were regulation or standard United States Army or Navy merchandise, met all of the Army or Navy specifications, were purchased directly or indirectly from the United States Government or some branch thereof, and that the retail price of said Tee Shirts was over \$1.00.

The aforesaid statements and representations were false, misleading and deceptive. In truth and in fact, the said Tee Shirts were not standard regulation United States Army or Navy merchandise, did not meet all the Army or Navy specifications and were not purchased, directly or indirectly, from the United States Government or any branch thereof. Furthermore, the sum of \$1.00 was greatly in excess of the customary retail price of said Tee Shirts and was a wholly fictitious price. The use of the term "Guarantee" in said advertisement without explaining the terms and conditions of the guarantee and the manner and form in which respondents will perform thereunder is confusing and misleading and constitutes an unfair and deceptive practice.

PAR. 9. There is among the members of the purchasing public a substantial number who have a decided preference for surplus merchandise manufactured for or meeting the specifications of the United States Government, or some branch thereof.

PAR. 10. Respondents in the course and conduct of their businesses have been, and are, in substantial competition in commerce with the sellers of the same and similar merchandise.

PAR. 11. The use by the respondents of the foregoing false, misleading and deceptive statements and representations has had, and now has, the tendency and capacity to mislead and deceive a substantial portion of the purchasing public into the erroneous and mistaken belief that such statements and representations were and are true and to induce the purchase of substantial quantities of respondents' merchandise as a result of this erroneous and mistaken belief. Furthermore, respondents' said practices place in the hands of retailers and others a means and instrumentality for deceiving the ultimate purchasers of said merchandise.

In consequence thereof, substantial trade in commerce has been unfairly diverted to respondents from their competitors and substantial injury has been and is being done to competition in commerce.

PAR. 12. The aforesaid acts and practices of respondents, as herein alleged, are all to the prejudice and injury of the public and of respondents' competitors and constitute unfair and deceptive acts and practices and unfair methods of competition in commerce within the intent and meaning of the Federal Trade Commission Act.

CONSENT SETTLEMENT ¹

Pursuant to the provisions of the Federal Trade Commission Act the Federal Trade Commission on August 15, 1952, issued and subsequently served its complaint on the respondents named in the caption hereof, charging them with the use of unfair methods of competition and unfair and deceptive acts and practices in violation of the provisions of said Act.

The respondents, desiring that this proceeding be disposed of by the consent settlement procedure provided in Rule V of the Commission's Rules of Practice, solely for the purpose of this proceeding, any review thereof, and the enforcement of the order consented to, and conditioned upon the Commission's acceptance of the consent settlement hereinafter set forth, and in lieu of the answer to said complaint heretofore filed and which, upon acceptance by the Commission of this settlement, is to be withdrawn from the record, hereby:

¹ The Commission's "Notice" announcing and promulgating the consent settlement as published herewith, follows:

The consent settlement tendered by the parties in this proceeding, a copy of which is served herewith, was accepted by the Commission on November 6, 1952, and ordered entered of record as the Commission's findings as to the facts, conclusion, and order in disposition of this proceeding.

The time for filing report of compliance pursuant to the aforesaid order runs from the date of service hereof.

1. Admit all the jurisdictional allegations set forth in the complaint.
2. Consent that the Commission may enter the matters hereinafter set forth as its findings as to the facts, conclusion, and order to cease and desist. It is understood that the respondents, in consenting to the Commission's entry of said findings as to the facts, conclusion, and order to cease and desist, specifically refrain from admitting or denying that they have engaged in any of the acts or practices stated therein to be in violation of law.

3. Agree that this consent settlement may be set aside in whole or in part under the conditions and in the manner provided in paragraph (f) of Rule V of the Commission's Rules of Practice.

The admitted jurisdictional facts, the statement of the acts and practices which the Commission had reason to believe were unlawful, the conclusion based thereon, and the order to cease and desist, all of which the respondents consent may be entered herein in final disposition of this proceeding, are as follows:

FINDINGS AS TO THE FACTS

PARAGRAPH 1. Respondent Leonards and Lee Surplus Sales Company is a corporation organized, existing and doing business under and by virtue of the laws of the State of Illinois, with its office and principal place of business located at 3600-02-04 W. Fullerton Avenue, Chicago, Illinois. Respondents Nat M. Reznick, Sheldon Leibowitz and Marvin Leibowitz are the principal officers of said corporate respondent and acting as such officers, formulate, direct and control the policies, acts and practices of said corporation. The address of these individual respondents is the same as that of the corporate respondent.

Respondents Nat M. Reznick, Sheldon Leibowitz and Marvin Leibowitz are also co-partners doing business under the name of Normscope Surplus Sales with their office and principal place of business located at 3600-02-04 W. Fullerton Avenue, Chicago, Illinois.

All of the aforesaid respondents cooperate and act together in performing the acts and engaging in the practices hereinafter set forth.

PAR. 2. Respondents are now, and for several years last past have been, engaged in the wholesale and retail sale and distribution of general merchandise, including sun glasses, binoculars, and tee shirts to various business concerns. In the course and conduct of their businesses, respondents cause their said merchandise, when sold, to be transported from their place of businesses in the State of Illinois to the purchasers thereof located in various other States, and maintain, and at all times mentioned herein have maintained, a course of

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trade in commerce among and between the various States of the United States. Their volume of trade in said commerce has been, and is, substantial.

PAR. 3. In the course and conduct of their businesses and for the purpose of promoting the sale of their merchandise in commerce, respondents have made, and are now making, certain statements and representations by means of postal cards, pamphlets, catalogs and other advertising matter which is distributed generally to the various prospective purchasers. Among and typical, but not all inclusive, of the statements and representations concerning sun glasses are the following:

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All our sun glasses are guaranteed to meet the strict requirements of the Bureau of Standards, Washington, D. C. * * *.

* * *

* * * precision tested Aviator *Sun Glasses*. AAF type specifications GS-79-40 as prescribed by the Optical Instrument Section of the National Bureau of Standards * * *.

PAR. 4. By and through the use of the aforesaid statements and representations, and others of similar import and meaning, not set out herein, respondents represented that their sun glasses were surplus, regulation or standard United States Air Force goods which met all United States Air Force specifications and were purchased directly or indirectly from the United States Government or some branch thereof. Respondents further represented that their sun glasses met the specifications and requirements of the National Bureau of Standards, Washington, D. C.; and that the retail price of said sun glasses was over \$5.00.

The aforesaid statements and representations were false, misleading and deceptive. In truth and in fact, said sun glasses were not surplus regulation or standard United States Air Force goods; did not meet the United States Air Force specifications; and were not purchased, directly or indirectly, from the United States Government or any branch thereof. Furthermore, said sun glasses did not meet any specifications or requirements of the National Bureau of Standards, Washington, D. C. The sum of \$5.00 was greatly in excess of the customary retail price of said sun glasses and was a wholly fictitious price.

PAR. 5. Among and typical, but not all inclusive, of the statements and representations contained in said advertisements concerning binoculars are the following:

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7 x 50 BINOCULARS

(picturization of binoculars and case)

Brand new, obtained through the supreme commander of allied powers. These were manufactured in Japan on genuine Karl Zeiss tools * * *. * * * when available retail at \$198.50. * * * valued at \$198.50. We can offer these with a life-time guarantee.

PAR. 6. By and through the use of the aforesaid statements and representations and others of similar import and meaning, not set out herein, respondents represented that their said binoculars were surplus standard or regulation Allied Powers merchandise, met all Allied Powers specifications, and were purchased, directly or indirectly, through the Supreme Commander of the Allied Powers. Respondents further represented that the said binoculars were manufactured on genuine Karl Zeiss tools, were the official choice of the Army, Navy and Marine Corps and that the retail price of said binoculars was \$198.50.

The aforesaid statements and representations were false, misleading and deceptive. In truth and in fact, said binoculars were not surplus standard or regulation Allied Powers merchandise, did not meet the Allied Powers specifications and were not purchased, directly or indirectly, through the Supreme Commander of the Allied Powers. Furthermore, said binoculars were not manufactured on genuine Karl Zeiss tools, were not the official choice of the Army, Navy or Marine Corps, or any other branch of the United States Government. The sum of \$198.50 was greatly in excess of the customary retail price charged for said binoculars and was a wholly fictitious price. The use of the term "lifetime guarantee" in said advertisement without disclosing the terms and conditions of the guarantee and the manner and form in which respondents will perform thereunder is confusing and misleading and constitutes an unfair and deceptive practice.

Karl Zeiss was instrumental in perfecting tools for the making of high grade optical goods. Binoculars made on Karl Zeiss tools are well and favorably known and preferred by a substantial portion of the purchasing public.

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PAR. 7. Among and typical but not all inclusive of the statements and representations contained in said advertisements concerning Tee Shirts are the following:

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* * * our Tee Shirts are sewed, stitched and sized according to Army and Navy specifications * * *.

* * * our Tee Shirts are according to Government specifications.

PAR. 8. By and through the use of the aforesaid statements and representations, respondents represented that the said Tee Shirts were regulation or standard United States Army or Navy merchandise, met all of the Army or Navy specifications, were purchased directly or indirectly from the United States Government or some branch thereof, and that the retail price of said Tee Shirts was over \$1.00.

The aforesaid statements and representations were false, misleading and deceptive. In truth and in fact, the said Tee Shirts were not standard regulation United States Army or Navy merchandise, did not meet all the Army or Navy specifications and were not purchased, directly or indirectly, from the United States Government or any branch thereof. Furthermore, the sum of \$1.00 was greatly in excess of the customary retail price of said Tee Shirts and was a wholly fictitious price. The use of the term "Guarantee" in said advertisement without explaining the terms and conditions of the guarantee and the manner and form in which respondents will perform thereunder is confusing and misleading and constitutes an unfair and deceptive practice.

PAR. 9. There is among the members of the purchasing public a substantial number who have a decided preference for surplus merchandise manufactured for or meeting the specifications of the United States Government, or some branch thereof.

PAR. 10. Respondents in the course and conduct of their businesses have been, and are, in substantial competition in commerce with the sellers of the same and similar merchandise.

PAR. 11. The use by the respondents of the foregoing false, misleading and deceptive statements and representations has had, and now has, the tendency and capacity to mislead and deceive a substantial portion of the purchasing public into the erroneous and mistaken belief that such statements and representations were and are true and to induce the purchase of substantial quantities of respondents' merchandise as a result of this erroneous and mistaken belief. Further-

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more, respondents' said practices place in the hands of retailers and others a means and instrumentality for deceiving the ultimate purchasers of said merchandise.

In consequence thereof, substantial trade in commerce has been unfairly diverted to respondents from their competitors and substantial injury has been and is being done to competition in commerce.

CONCLUSION

The aforesaid acts and practices of respondents, as herein found, are all to the prejudice and injury of the public and of respondents' competitors and constitute unfair and deceptive acts and practices and unfair methods of competition in commerce within the intent and meaning of the Federal Trade Commission Act.

ORDER TO CEASE AND DESIST

It is ordered, That the respondents, Leonards and Lee Surplus Sales Company, a corporation, and its officers, and Nat M. Reznick, Sheldon Leibowitz and Marvin Leibowitz, individually and as officers of said corporation, and as copartners doing business as Normscope Surplus Sales, or under any other name, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing directly or by implication:

1. That articles of merchandise are surplus goods of any of the armed services of the United States, or of the Allied Powers, or of any other nation or group of nations, unless such is the fact;
2. That any article or articles of merchandise were purchased, or otherwise acquired, directly or indirectly, from the United States Government, or any branch thereof, or from the Allied Powers, or from any other nation or group of nations, unless such merchandise was in fact so acquired;
3. That any article of merchandise is standard or regulation merchandise of, or meets the specifications or requirements of, any of the armed services of the United States, or of the National Bureau of Standards or any other branch of the United States Government, or of the Allied Powers, or of any other nation or group of nations, unless such is the fact;
4. That any merchandise offered for sale or sold has a retail price in excess of the price at which such merchandise is usually and customarily sold;

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5. That any merchandise is guaranteed unless the nature and extent of the guarantee and the manner and form in which the guarantor will perform thereunder are clearly and conspicuously disclosed;

6. That binoculars offered for sale were manufactured on Karl Zeiss tools, or on any other well known brand of tools, or are the choice of any of the armed services of the United States, unless such is the fact.

It is further ordered, That respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

LEONARDS AND LEE SURPLUS SALES
COMPANY, A CORPORATION,

By (S) NAT M. REZNICK,

President.

(S) Nat M. Reznick,
NAT M. REZNICK,

*Individually and as Officer of Leonards and Lee Surplus Sales
Company, a Corporation.*

(S) Sheldon Leibowitz,
SHELDON LEIBOWITZ,

*Individually and as Officer of Leonards and Lee Surplus Sales
Company, a Corporation.*

(S) Marvin Leibowitz,
MARVIN LEIBOWITZ,

*Individually and as Officer of Leonards and Lee Surplus Sales
Company, a Corporation.*

(S) Nat M. Reznick,
NAT M. REZNICK,

Copartner, doing business as Normscope Surplus Sales.

(S) Sheldon Leibowitz,
SHELDON LEIBOWITZ,

Copartner, doing business as Normscope Surplus Sales.

(S) Marvin Leibowitz,
MARVIN LEIBOWITZ,

Copartner, doing business as Normscope Surplus Sales.

Date: October 16, 1952.

The foregoing consent settlement is hereby accepted by the Federal Trade Commission and ordered entered of record on this 6th day of November, 1952.

Syllabus

IN THE MATTER OF
BENJAMIN B. COLE, INC. ET AL.

COMPLAINT, DECISION, FINDINGS, AND ORDER IN REGARD TO THE ALLEGED
VIOLATION OF SEC. 5 OF AN ACT OF CONGRESS APPROVED SEPT. 26, 1914

Docket 5813. Complaint, Sept. 20, 1950—Decision, Nov. 10, 1952

Where a corporation and its president, engaged in conducting a collection agency and in collecting accounts upon a contingent basis from debtors and for creditors, located both within and without the state;

In attempting to ascertain current addresses of delinquent debtors, the names and addresses of their employers, and other information through various "skip tracing" schemes, including the use of double post cards and form letters with provisions for supplying the desired information—

(a) Falsely represented through the use of the name "Dispatch Forwarding System" and through their "Dispatch Forwarding System" cards that they were connected with the transportation of merchandise, that the persons concerning whom information was sought were consignees of packages sent by others which had come into respondents' hands in the usual course of business, and that the information requested was sought in order to effect delivery;

(b) Falsely represented through the use of the name "Federal Deposit System" and their "Federal Deposit System" form letters that funds deposited with them were being held for the person concerning whom information was sought, that such funds were more than a trivial amount, that the information was sought for the purpose of identifying the recipient and that the requests for information came from an agency or branch of the United States Government;

The facts being the information was obtained solely for use in the collection of allegedly delinquent accounts for their clients; and the names "Dispatch Forwarding System" and "Federal Deposit System" were subterfuges to disguise the true nature of their business; and the "small" sum referred to in the latter case was 10¢, which they paid by a check drawn on a bank; and

(c) Falsely represented through the use of a form letter with an accompanying reply post card, which purported to come from one "Thomas Webster", that the name of the recipient had been given them by a friend, that they were sponsoring a radio show in which gift prizes were distributed, and that the addressee had been awarded such prize by the sponsor;

The facts being they had no such connection and sponsored no such prizes; "Thomas Webster" was a person in Chicago to whom they sent in bulk their skip-tracing letters for mailing to delinquent debtors and who returned to them the replies received; and the "free souvenir gift" offer was used as a subterfuge to disguise the nature of their business;

With effect of deceiving many persons to whom said letters and post cards were sent into the erroneous belief that such representations were true